ILLINOIS COURT OF CLAIMS INDEX OF GENERAL AND CRIME VICTIM OPINIONS VOLUMES 38 through 72



Illinois Court of Claims
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Description of the later of the same and the same of t	
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Defects		
0	"Blow-ups" occurred often on stretch of highway, constructive	
	notice shown, failed to warn – award	
0	Buckling of highway sudden, no notice – denied	
0	Bump in road, no constructive notice – denied	
0	Bump in road, notice – award	
0	Concrete falling from bridge – award granted	
0	Concrete falling from bridge caused accident, no proof	
0	Concrete loose, no constructive notice	
0	Concrete median deteriorated – damages awarded	
0	Crash attenuation device in median, no constructive notice	
0	Defect means unfit for intended purpose	
0	"Defect" struck by driver causes back injury – stip. approved	
0	Design defect, if any, not proximate cause of accident	
0	Design defect, ten year statute of repose	
D	sing sing put property as lightlift.	
	sing sign not present – no liability	
	vehicle, negligent removal – damages awarded	
•	iver of emergency vehicle (see also Negligence)	52:92, 68:107
	asonable care	E0.000 00.40
0	State not insurer of highways	
District		•
	oproach intersection to point where driver sees crossing traffic	
•	ive at speeds appropriate to conditions	•
Duty to in Duty to m	spect area around known defective constructive joints	53:54
Duty to III	State failure to transfer duty to municipality	54.312
0	Use of reasonable diligence in maintenance	
O		
		· ·
Duty to m	aintain pedestrian crosswalk – award	•
	oceed with caution, keep look out	
Buty to pi		
Duty to re	duce speed when approaching intersection	
	op and yield at stop sign	
	arn public of unreasonably dangerous road condition	
	ann public of unleasonably dangerous road condition	
	eld to other vehicles lawfully in intersection	
	eld to vehicles approaching from right	
	cy vehicles authorized to proceed past stop sign or red light	
⊏mergen	by verticles authorized to proceed past stop sign of red light	4უ.უა

•		now buildup by snowplows created dangerous condition on	42:40
		ay, constructive notice – awardnow buildup in pothole, suit against city is voluntarily dismissed,	42.19
•		lies not exhausted – denied	42·192
•		now falling from overpass, no evidence	
•		id, State altered drainage – stipulation approved	
•		ghway Code, immunity	
•		on not inadequate, did not violate Federal regulations	
•		on maintenance not shown to be defective	
•		on, traffic was a dangerous condition – award	
•		rs, no duty owed to them by the State	
•	-	g, no duty owed by the State	
•		ands in overpass, trapping foot of jaywalker – denied	
•		ernment placed equipment on or under highway, State	12.201
	•	ne from liability	48:424
•		nce of highway assigned – State not liable for injuries	
•	Median m	arkings allegedly inadequate, no notice shown	48:57
•		sticking out of road, no notice	
•		es, State has duty to maintain safe roads for motorcycles	
•	•	scharged rock into windshield of car, no inspection – award	
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	0	Created by sudden buckling, no notice	47:86
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	0	In pedestrian crosswalk – award	
	0	Insufficient evidence provided – claim denied	
		N. e. l. i. i.	
	0	No notice – denied	
		Not about to be course of assidant depict	
	0	Not shown to be cause of accident – denied Notice – award reduced	
	0	On shoulder – award	
	0	On shoulder, bicyclist should ride on road – denied	
	0	Repaired days before accident, State diligent – no award	
	0	Substantial defect, constructive notice	
•	Negligeno		
	0	Burden of proof	52:226
•	Negligent	maintenance	
	0	Burden of proof	57:227, 59:256
	0	Defective condition substantial	57:227
	0	Notice of highway defect, but State acted with due diligence	48:84, 67:126,
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	right – no liability Pedestrian injured in pothole, no notice – claim denied	
•	Pipeline across highway operated by village – no liability	
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•	Rear-end collision by Claimant, flares lit – no liability	. 45:18
•	Rear-end collision by Claimant, sufficient warning of parked	
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•	Rear-end collision by State driver – State is liable	
•	Severe weather not excuse for liability for known pothole	
•	Sign missing, stop sign, no notice	
	Signage, allegedly insufficient, not proximate cause of accident	•
	Cigrage, allegeary insumolent, not proximate educe of decident	
	Allegedly inoperable, stipulation allowed, no admission	
	o For deer crossing is discretionary – no award	
	 Insufficient, no warning of gravel pile 	
	 Insufficient, no warning of potholes 	
	Insufficient warning of spray operation	
	No duty to have flashing red light on stop sign	
	Not in compliance with State's own manual – award	
	 Obstruction of view by sign not proximate cause of accident Other traffic devices adequate even if one is defective 	
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	Claimant entered intersection without caution – denied	. 48:218
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•	Snowplow not proximate cause of truck accident – denied	. 39:176
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•	Snowstorm, condition was open and obvious – denied	
•	Standing water – damages awarded	
•	Street sweeper collision, Claimant failed to keep lookout	
	 Insufficient evidence of hydroplaning No evidence that debris blocked gutters – denied 	
	 No evidence that debris blocked gutters – denied State acted with due diligence 	
	State had constructive notice – award	
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•	Sun allegedly blinded driver, no notice of condition – denied	
•	Tire "scrubbing" on shoulder, evidence of returning to road too quickly	
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•	Train strikes vehicle, no notice of defect – denied	48:416 40:179 43:218 59:263 52:271	
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•	Corrections decision to release inmate, immune DCFS placement of child, immune Discretionary duties, State immune from liability Duty to operate a vehicle is not a discretionary duty. Employee found immune, extends to State Equitable estoppels, laches, State is usually immune IDOT mowing damages, local gov't permitted to use, immune Intergovernmental communications – libel claim dismissed Judges are immune from liability Judicial, applies to judge acting in his jurisdiction Local Gov't Tort Immunity does not apply to State	44:178 39:04 63:177 44:178, 50:01 50:251 48:424 49:153 60:294 47:432, 48:464 50:01, 51:29,
• • • • • • • • • • • • • • • • • • •	Prosecutorial immunity Public official immune on exercise of good faith discretion Public official immunity not applicable to mowing median Secretary of State immunity for issuing incorrect title certificates Sovereign, history Sovereign immunity, exceptions are strictly construed Sovereign immunity waived in Court of Claims Sovereign vs. proprietary capacity of State State cannot be held liable for alleged tortuous acts of clerk Statutory immunity usually construed narrowly, exception	65:223 50:01, 71:168 52:271 52:414 50:350 41:195 48:388 50:251 60:294
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Contribution Act, implied indemnity action requires pre-tort relationship Contribution action against the State must be brought in Court	
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<u>.</u>	
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	While visiting friend, no strenuous activity – denied	
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•	Jailer or guard at county detention facility is eligible under LEOFCA	
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•	Declaratory judgment count subject to two-year limitation Defamation, one-year statute of limitation Defenses, laches, waiver, or estoppels cannot defeat limitations provision Discovery rule tolls running of limitations period Employee travel reimbursement claims have two-year limitations period, beginning at end of lapse period of fiscal year Fiscal responsibility refund, two-year limitation begins after 30 day notice Foreign judgment not registered within two years – denied Fraudulent misrepresentation limitation is two years Grievance procedures at IDOC do not toll limitations period Highway design negligence, ten-year statute of repose	60:282, 70:153 48:170, 48:376 50:224 40:198 45:364 39:197 52:390 52:412 46:76, 49:56,
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Lost Warrants	
 Claim presented within statutory period – award State warrant is a negotiable instrument under U.C.C. Stop order entered without reason – holder in due course awarded Malicious Prosecution	50:392
 Arrest for failure to pay child support and appear in court – claim denied Criminal proceedings against shoplifter not malicious Elements Medical Malpractice	46:267
 Burden – Claimant failed to meet – competing expert testimony	51:98 47:424 48:452 38:09, 39:185, 43:246, 43:295,
 Expert testimony not required if inadequate care is obvious. Failure to provide health professional's report, no recovery. Failure to x-ray, no proximate cause to injury shown. Health professional's report, failure to provide – claim dismissed. Improper medical care. Inmate commits suicide, danger to self, foreseeable. Inmate commits suicide, no evidence of improper treatment. Mental patient released and commits suicide, no evidence of negligence. Mental patient released and stabs child, no evidence that State knew of danger. Paraplegic inmate denied proper medical care – award. Proximate cause of injury must be the malpractice. 	45:334, 48:420,52:1148:42060:30547:40758:22867:15751:11538:0950:2351:36044:0146:221, 47:235,
 Standard of care evidence from licensed member of school Veterinary malpractice, burden of proof, deviation from standard of care Veterinary malpractice, no expert testimony, directed verdict for Respondent Veterinary malpractice, summary judgment for Respondent Viral encephalitis misdiagnosed – liability 	47:235, 47:407 54:375 39:107 45:152

Medical Practice Act

•	State had basis in fact for suspending license	. 47:186	
Νe	egligence		
•	Application to damages – award		
•	Assignment of maintenance of State facility to land owner – no liability		
•	Athlete of University injured – no liability		
•	Babysitter placed by job service murdered – no liability		
•	Barge not shown to have struck bridge – denied		
•	Bed bugs – Claimant failed to show breach of duty		
•	Bench in visitor's room at prison collapses, bolts intentionally removed, no notice – denied		
•	Bicyclist injured on trail in State Park, no duty to warn, open and obvious		
•	Billboards permitted, then denied by IDOT, no estoppels – claim denied		
•	Boat collision, traffic stop did not preclude recovery due to State's negligence		
_	Breach of Duty		
•	Requisite proof	53.130	
	Bridge raised injuring pedestrian – award		
	Burden of proof on Claimant		46.344
•	Durden of proof on Glamant		
		. 60:243,	61:225,
		. 64:282,	65:180
•	Burden of proof, preponderance of evidence standard	57:195,	57:214,
			•
		-	
•	Chair collapses, no notice of defect – denied		47:324
•	Chair collapses, State had notice – award		
•	Claimant fell down stairs in a University classroom		
•	Claimant fell on a sidewalk at UIS		
•	Comparative fault		50.000
	More than fifty percent of cause of injury – claim dismissed		
•	Comparative negligence		
•	Comparative vs. contributory negligence		48:132
•	Concert attendees		
•	Concrete block fell from State overpass – no liability	. 57:199	

•	Constructive notice	
	Elements	57:227 59:350
		·
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	Evident nature of defect	-
•	Contact sports	
•	Contributory fault	
•		
		·
	Burden of proof is on Respondent	
	Surger of proof to our reopendent	
•	Copier repairman injured, no showing of negligence	•
•	Criminal conduct by third party, no duty to protect except in	
-	special relationship	38:142 51:69
•	Dangerous condition, series of potholes extending onto roadway	
	constitutes a dangerous condition	59:350
•	DCFS child allegedly negligently returned, Claimant did not exhaust	
•	DCFS child dies, circuit court prohibits parents from collecting damages	
•	DCFS liable to foster family for assault by negligently placed ward	
•	DCFS not responsible for drug overdose of foster child	
•	DCFS not responsible for murder of child	
•	DCFS required to fulfill only those duties imposed by law	55:283
•	Defamation	
	o Discipline is not defamation per se	47:434
	 Statements made within scope of employment entitled to 	
	absolute privilege	54:380
•	Defective condition	67:137, 71:131
•	Design	
	 Design defect must be proximate cause of injuries 	46:97
	 Existence of better design not a defect if present 	
	design is safe	
	 Industry standards at time of construction not proven 	
	 Ten-year statute of repose for design flaw on real property 	
•	Discretionary duties, State is immune from liability	
•	Diving accident, open and obvious danger – denied	
•	Door at prison closes on hand, no defect	
•	Double-parked State van cause of bicycle accident – award	
•	Drainage, culvert covered by grate clogs, floods field – State liable	45·146
	 Property owner cannot interfere with natural flow 	44:186, 45:206
	 Property owner cannot interfere with natural flow No evidence that State's system caused basement to flood 	44:186, 45:206 45:206
	 Property owner cannot interfere with natural flow No evidence that State's system caused basement to flood No evidence that allegedly inadequate barrier ever existed 	44:186, 45:206 45:206 40:80
	 Property owner cannot interfere with natural flow No evidence that State's system caused basement to flood No evidence that allegedly inadequate barrier ever existed State caps diversionary facility, res ipsa loquitur – award 	44:186, 45:206 45:206 40:80 38:185
	 Property owner cannot interfere with natural flow No evidence that State's system caused basement to flood No evidence that allegedly inadequate barrier ever existed 	44:186, 45:206 45:206 40:80 38:185 44:186, 45:282

	 State aware of debris at bridge, causes flooding 	41:64
•	Driver's license examination, motorcycle applicant injured on steel post	
	two feet off the test course – award reduced	43:210
•	Driver's license examination, motorcycle skills test – denied	59:297
•	Driver's license wrongly suspended, fee refunded	38:298
•	Driver's license wrongly suspended, not proximate cause of arrest	
•	Driver's license wrongly suspended, reasonably incurred expenses	
	are recoverable	72:108
•	Driving, rear-end	
•	Drowning in bathtub, mental health facility negligent – award	
•	Duty exists only when harm is foreseeable	
	Duty oxide only when ham to to cooodate	
•	Elements	
		63:139, 63:158,
		63:218, 66:142,
		66:145, 66:162,
	Escaped inmates – State not strictly liable	
•	Excessive force	
•	Intoxicated Claimant resisted arrest – denied	
	Police shot Claimant's dog – award	
•	Existence of a duty, question of law	
•	Factors determining whether the conduct creating an allegedly	
	dangerous situation is reasonable	61.274
•	Fire drill – no liability	
•	Fire on State property kills race horse – award	
•	Flood in art gallery, motion to dismiss denied – stipulation approved	
•	Forcible entry, entry of wrong premises	
•	Glass door shatters, no defect or notice shown	
•	Glass window shatters, no defective condition	
•	Halloween party poor lighting, Claimant trips – award	
•	Hand dryer, improper installation	
•	Harm must be foreseeable	
•	Highway defects	

•	Hiring, Claimant did not prove that driver's unfitness was proximate	
	cause of her injuries	
•	Hiring, State performed appropriate checks available at the time	51:69
•	Horses ate poisonous plants, not foreseeable – denied	51:254
•	Hospitals and mental health facilities, standard of care	65:106
•	Hot liquids	
•	Immunity, intergovernmental communications – libel claim dismissed	49:153
•	Implied indemnity actions are torts	51:332
•	Improper transfer of resident of State institutional home facility	59:320
•	Injuries sustained while unloading grain at an auger and power	
	takeoff shaft – award	59:230
•	Inmates, duty to prevent harm	55:275
•	Invitees, duty toward	
		The state of the s
		, ,
		66:162, 68:146
•	Landlords owe a duty to maintain common areas in reasonably	CE.111
	safe condition	
•	Lawn mower discharges debris at vehicle, no negligence shown	
•	Lawn mower throws rock at trailer, no evidence of damages	
•	Libel action – dismissed as res judicata	
•	Libel action, intergovernmental communication immunity – denied	
•	Light fixture falls when Claimant hangs on – award reduced	43.272
•	Local government property damaged by IDOT mowing State highway, State is immune	48.424
•	Medical treatment not authorized by State actor	
•	Mental health facility	
•	Minors not held to same standards as adults	
•	Misrepresentation of insurance coverage	
•	Money stolen by inmate, recovered by prison – awarded to Claimant	
•	Natural accumulation of ice and snow, no duty	
•	Notice, must show actual or constructive	
		The state of the s
		The state of the s
		65:111, 65:180,
		66:209, 67:130,
	o Constructive	
	Exception, res ipsa loquitur	
•	Nuisance, motel owners damaged by operation of firing range – award	
•	Oil from heating plant lands on vehicle, no negligence shown	
•	Open and obvious	
•	Open and obvious, distraction exception	
•	OSHA standard not applicable – no liability	
•	Ox gores child at State Park – settlement approved	42:210

•	Pedestrian on shoulder struck by snowplow – award	41:106
•	Personal property of IDOC employee not lost in line of duty – denied	51:364
•	Physical condition of Claimant goes to damages, not standard of care	40:85
•	Physical education class, student blinded playing softball, damages	55:364
•	Picnic table placed near parking blocks in State Park, not negligent	
•	Pile of rock salt caused collision – no liability	
•	Pole-vaulter injured, defect not shown	
•	Police allow intoxicated driver to continue, no duty to injured third party	
•	Police car blocks lanes to assist disabled vehicle, reasonable – denied	
•	Police car causes other vehicle to swerve and hit median – no liability	
	.	
•	Police car, duty to use siren to warn drivers	
•	Police car fails to yield right-of-way – award	
		•
•	Police car strikes child, no negligence shown	
•	Police car strikes pedestrian – award	
•	Police car strikes vehicle, no siren used – award	
•	Police chase, no duty owed to third party injured by fleeing suspect	
•	Police escort woman home, dies in a fire, no special duty – denied	
•	Police may disregard traffic laws when responding to an emergency	
•	Police negligent instruction of vehicle – damages awarded	54:489
•	Police officer not acting in scope of duty – no State liability	47:370
•	Police rights in an emergency response	61:252
•	Pothole, failure to inspect or maintain highway	54:306
•	Pothole – notice of dangerous condition proven	
•	Prison staff member attacked by inmate, foreseeable – award	
•	Proximate cause, more than one cause	
		68:157, 68:165,
		71:123
•	Proximate cause must be established before considering comp. negligence	49:16
•	Public duty, police owe duty to general public, not specific persons	
•	Quadriplegic student injured in fall from shower chair – award	46:312
•	Reasonable conduct	
•	Reasonable person standard	
•	Recovery in tort	
•	Recreational Use of Land and Waters Act	
	Act applies, though premises used for more than	
	recreational purposes	51:230
	Bicycle strikes wire on path, no notice – denied	
	 Diving accident, danger was open and obvious – denied 	
	Drowning in river – no liability	
	 Fall on stairs at State Park, no dangerous condition 	
	or notice – denied	51:376
	Fee charged to user, Act does not apply	
	 Playground equipment at State Park dangerous – 	
	stipulation approved	48:366
	- transport to the second seco	

	0	Shooting by hunter immunizes owner		
	0	Willful and wanton conduct is a question of fact		
•	-	itur, exception to notice requirement		
•	•	superior, defined		50:406,
•	•	superior, not applicable to torts committed by State's Attorney		
•	Security interes	est request to SOS, individual misnamed – denied	46:444	
•	Sidewalk mair	ntenance, minor defects	59:342	
•	Sign falls on 0	Claimant, filed to sue tenant with duty to maintain – denied	50:326	
•	Slander action	n against 4-H members dismissed as untimely	42:132	
•	Slander, University	ersity is primary insurer – award to subrogee		
•	Sliding board	rail uncapped, finger broken – award	38:200	
•	Slip and fall			
		At fairgrounds, no notice – award reduced	61:282	
	0	At fairgrounds, no notice – denied		49:120
	0	At State building, no notice		
	0	From golf cart at State Fair, foreseeable		
	0	From risers at choir practice – denied	54:344	
	0	In cistern on State property – award	50:269	
	0	In shower, constructive knowledge shown	47:171	
	0	Into pothole in pedestrian crosswalk – award		
	0	Into pothole in street, no notice – denied	51:91	
	0	Into uncovered highway drain outlet or sewer, no		
		notice – denied		72:119
	0	Natural Accumulation Rule, no duty		
	0	On carpet runner in dormitory, constructive notice shown		
	0	On crack in parking lot, no notice, small defect – denied		
	0	On debris in park – award reduced		
	0	On floor tiles, broken, constructive note – award		
	0	On forklift extensions placed on curb – award reduced		
	0	On heavy snow on stairs, reasonable steps taken – denied		
	0	On ice, abnormal accumulation of water – award On ice in parking lot, no breach shown – denied		71.174
	0	On ice cream, notice shown – award		7 1.174
	0	On icy sidewalk, design and maintenance adequate – denied		
	0	On icy sidewalk, no evidence that salting of natural		
	O	accumulation was below standard of care	51:307	
	0	On icy sidewalk, owner liable for maintenance – denied		
	0	On mopped floor, failure to warn – award		
	0	On mopped floor, placement of caution sign, insufficient		
	_	notice – award	55:317	
	0	On nets surrounding ping-pong table, no notice, no defect	40:120	
	0	On Old State Capitol steps, no defect shown		
	0	On rainwater in State building – award		41:42,
	0	On recessed manhole cover at prison – award reduced		
	0	On roadside, failure to state a claim	63:240	
	0	On sidewalk at Capitol, one inch differential, no		
		negligence – denied	52:187	
	0	On sidewalk at D.O.C., one-and-one-half inch gap		
		not defective – denied	40:85	

	0	On sidewalk at highway rest station, one-half to		
		three-fourths inch difference, not defective		
	0	On sidewalk at Lincoln's Tomb, no defect or notice – denied		
	0	On sidewalk at State University – denied		
				68:115
	0	On snow and rain in State building – award		
	0	On snow pile, condition as open and obvious – denied		
	0	On snow piled at the curb, no negligence – denied On spilled drink in Assembly Hall, open and obvious		
	0	On spilled drink in Assembly Hall, open and obvious On spilled drink in Public Aid office, no notice – denied		
	0	On stairs at fairground, no defect or notice shown		53.130
	0	On stairs at State Park, no notice – denied		00.100
	0	On stairs in State office building, no notice – denied		
	0	On step, door struck Claimant on ankle, no defect or notice		
	0	On step in prison visiting room, no defect		
	0	On step, no defect – denied		59:302
	0	On vomit in auditorium, no warning – award		
	0	On walkway, unusual accumulation of ice and		
		snow – no liability	57:222	
	0	On water near fountain, no notice, no connection to injury		
	0	On wet floor in locker room, obvious – denied	48:177	
	0	On wet floor, recurring leak put State on notice of		
		dangerous condition		
	0	On wet floor, no notice – denied		
	0	On wooden stairs at State Park, minor defect – denied	39:192	
	0	Over barricade at State Park, not dangerous, no	10.011	
		notice – denied	48:341	
	0	Over pathway ropes at Secretary of State's office, open	EE:200	
	_	and obvious – denied Rooftop railing system not proven insufficient		
	0	Spilled water in State facility was open and obvious		
	0	Through manhole cover, negligent maintenance or	7 0. 103	
	O	repair – award	39.97	
	0	Through railing at State Park – award		
	0	Walking ramp imperfection was open and obvious		
•		Claimant failed to show notice – claim denied		
•		Claimant failed to show knowledge of defect – denied		
•		Claimant falls through, open and obvious – denied		
•	-	accident, no retroactive effect to amendment allowing		
		s for willful and wanton conduct	. 43:65	
•	Snowmobile a	accident, State immune as occupant under statute	. 43:65, 4	45:01
•	Snowplow ac	cident, Claimant failed to prove plow in wrong lane	. 71:123	
•		not owed to Claimant during fire drill		
•	Special duty	owed by public servants, elements	. 53:46, \$	54:277
•	•	University event sitting on the stairs created a	•	
		s condition	. 61:225	
•	•	atron in Public Aid Building not foreseeable		
•		in an unreasonably dangerous condition		
•	•	locks view of intersection – award reduced		
•	State driver n	egligently backs into Claimant's vehicle	. 44:291	
•		uns over Claimant's auger – award		
		36		

•	State has a duty to keep roads in reasonably safe condition	.59:246,	59:350
•	State has duty of reasonable care as patient's known condition may require	59:320	
•	State has duty of reasonable care for property in its exclusive control	59:337	
•	State has duty to operate its vehicles in a safe and reasonable manner	59:312,	68:157
•	State owned lawn mower caused accident	60:232	
•	State University owes a duty of reasonably safe ingress and egress		
	to its facilities	60:201	
•	Steam grate – Claimant recovers from injury caused by hot steam	69:147	
•	Steam pipes, unattended child falls, open and obvious danger		
•	Structural Work Act, fall from scaffold on bridge – award		
•	Structural Work Act, State engineer "in charge of work"		
•	Swimming, children drown in box culvert, no notice – denied		
•	Swimming, minor diver injured, insufficient supervision		
•	Swing, child falls from at day care, no defect, no failure to supervise		
•	Swing collapses at State Fairgrounds, failure to maintain – award		
•			
•	Tax refund paid erroneously to ex-husband – award		
•	Third-party's wrongful act must be proved by preponderance		
•	Tortuous interference not shown in operating a firing range	51:44	
•	Tortuous interference not shown when 4-H refused to allow	40.400	
	Claimants to show steers at fair		
•	Tortuous interference with a business relationship, elements		51:44
•	Tow truck passenger injured, insufficient evidence – denied		
•	Tractor driven by inmate into car – stipulation approved		
•	Tree falls, damages property adjacent to State-owned property		
•	Tree falls, damages vehicle in State Park, no notice – denied		71:121
•	Trespasser in State Park, no willful or wanton act by State – denied	38:134	
•	Tug boat strikes bridge – award	46:41	
•	University's duty of care	61:267	
•	Vehicle strikes inmate worker	69:128	
•	Vehicle strikes pedestrian, contributory negligence precludes recovery	72:112	
•	Weight lifter at University injured, no notice to State – denied		
•	Wheelchair overturns in alleged pothole at fair, no defect or notice – denied		
•	Wheelchair rolls off curb into street, no defect, obvious – denied		
•	Wheelchair rolls off sidewalk, no defect or notice shown – denied		
•	Willful and wanton standard not applicable in athletic context		
•	Worker's compensation recovery precludes damages for negligence		46:432
•	vvolker a companion reservery presidues damages for negligenes	10.020,	10.102
Nc	otice Requirement (Section 22-1)		
110	Nice Requirement (Occion 22-1)		
_	Coop filed in circuit court within the limitation named door not		
•	Case filed in circuit court within the limitation period does not	60.057	
_	satisfy requirement.		45.00
•	Complaint filed within one year constitutes notice		45:33,
•	Complaint filed within one year does not constitute notice (old law)		
•	Computing period, first and last days not counted, also holidays	.39:131	
•	Contribution action, notice required within one year of settlement or	40.400	45.00
	being made a party		45:33
•	Defamation claim, notice not required		
•	Failure to file notice results in dismissal of action	.44:228	

	Insufficient description of location of accident – dismissed	.44:36	
•	Intentional infliction of emotional distress, no notice – count dismissed		
•	Minors, notice requirement stayed		
•	Notice containing partial error sufficient		
•	Notice containing substantial compliance sufficient		
•	Notice not required when State filed previous small claims action		
	against Claimant	.47:336	
•	Notice requirement applies to personal injury actions only		
•	Notice requirement is jurisdiction/strictly construed		
•	Prison bus fire, notice not filed within one year		
•	Purpose of notice requirement is to permit investigation		
•	Requirement is absolute and jurisdictional		
•	Respondent's actual receipt unnecessary if on affidavit of service		
•	Slander action, notice not required		
•	Special and limited appearance in circuit court does not waive		
	the statutory notice requirement	.43:357	
•	Tolling of period during disability, incompetence		
	, caming or period caming areas may, moon period continuous		
Pe	ersonal Injury		
			
•	Battery, elements	.58:205	
•	Comparative fault		
•	Intentional infliction of emotional distress, elements		
•	Student injured when tackled by student building manager		
•	Pat down search – no liability		
•	Proximate cause of injury		
	, , , , , , , , , , , , , , , , , , ,		
Pr	actice and Procedure		
•	Affirmative defenses, Court has broad discretion to allow	52:142	
•			
	Affirmative defenses, Court has broad discretion to allow	59:327	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252 63:266	
	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252 63:266 60:248	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252 63:266 60:248 52:33	
	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252 63:266 60:248 52:33 52:275	
	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252 63:266 60:248 52:33 52:275 38:76	
•	Affirmative defenses, Court has broad discretion to allow	59:327 53:05 51:254 42:36 62:219 45:328 38:213 46:344, 47:292 44:166 63:252 63:266 60:248 52:33 52:275 38:76 43:12	
	Affirmative defenses, Court has broad discretion to allow	.59:327 .53:05 .51:254 .42:36 .62:219 .45:328 .38:213 .46:344, 47:292 .44:166 .63:252 .63:266 .60:248 .52:33 .52:275 .38:76 .43:12 .42:41	

•	Complaint filed when stamped by clerk, even without filing fee	
	Complaint must specifically allege presentation to department	
•	Complaint must specifically allege presentation to department	
•	Confidential accident reports, limited discovery allowed	
•	Consumer Fraud and Deceptive Practices Act	
	Contract handbook not attached to complaint, attached to motion	·
	Contract must be attached to complaint, attached to motion	
	Contributory fault, burden of proof on Respondent	
•	Contributory fault, burden of proof of respondent	
•	Court can dismiss claim on its own motion for limitations defect	
•	Court of Claims part of legislative branch	
•	Damages not pleaded in detail – dismissed	
•	Default entered for failure to respond to discovery	
•	Directed finding or verdict, standard	
		·
•	Discovery abuse sanction, Claimant sanctioned	·
•	Duty of Claimant to testify in Court of Claims	
•	Emergency oral contract claim, State's motion for summary judgment denied	
•	Extension of time denied after motion for rehearing denial	
•	Failure to appear, AAG's motions to continue and for rehearing denied	
•	Failure to file responsive pleading, Respondent precluded from	
	raising set off issue	.44:25
•	Federal Court award against individuals paid from Treasury under	
	the Representation and Indemnification Act	
•	Fee shifting statute not applicable	
•	Fictitious names used to protect Claimants' identities	.39:12, 48:125
•	Form complaints provided by Court state cause of action	
	when adequately completed	
•	Fraud committed against the State by Claimant bars any claims	
•	Fraud, doctor's report forged – crime victim application denied	
•	Fraud is an affirmative defense	
•	Fraud, State has burden of proof	•
•	Fraudulent sales slip submitted to ARB, not Court – no dismissal	
•	Garnishment, wage-deduction orders must be followed by State	.42:128
•	General denial deemed filed after 30 days, affirmative pleadings may be filed with leave of Court	52:05
	Injunctions fully effective unless stay is issued	
•	Insufficient funds, Court recommends that G.A. appropriate award	
•	Interpleader in circuit court does not bar action before Court	
•	Legal disability	
•	Lost records of services, verified bill of particulars accepted	
•	Maritime law governs tow boat and drawbridge claim	
•	Medical malpractice affidavit required	
•	Minors not held to same standard of negligence as adults	
•	Misdesignation of motion not automatically fatal	
•	Misrepresentation, heightened pleading standard	
_	morepresentation, neighbories produing standard	.00.200

•	Motion for	judgment following Claimant's evidence, Claimant		
		to prove her case – granted	40:64	
•		rehearing denied, AAG fails to appear at hearing		
•		rehearing denied, not timely		51:137
•		rehearing denied, not timely and not sufficient		
•		rehearing, new trial within Court's discretion		
•		sanctions denied, confusion over location of depositions		
•		summary judgment granted		
•		continue, denied, AAG fails to appear at hearing		
•		correct/amend		
•	Motion to	dismiss		
		o Failure to state a claim upon which relief could be granted	63:153	
		Need not be filed within 60 days of complaint	52:437	
		o Untimely, waiver of exhaustion of remedies defense		
		 Untimely where filed five years after complaint 	54:332	
•		dismiss, standard of review		
				68:90
•		ensation shall be made for unsubstantiated claims		63:263
•		orison guard is notice to State		
•		tions cannot be grounded in Criminal Code, 720 ILCS 5/1-4		
•		tions implied from a statute		
•		statements of State employees, control group test		
•		g Act provides no private right of action		
•	_	iven to one joint tortfeasor releases other	39:103	
•		between Claimant and other parties must name the State	40.400	F0 007
	-	cally to allow a claim for contribution against the State		52:267
•		d case from appellate court is not allowed		
•	-	notice to party providing special education services		F0.007
•		oquitur, burden of proof		
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 Denied when Claimant presents conflicting affidavits as to 	2	
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•	Lost earnings awarded to manager who hired management firm Lost earnings awarded to permanently disabled victim Lost earnings, duty to secure substitute employment Lost earnings from bait shop too speculative – denied Lost wages	38:424 48:590		
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•	Pain and suffering not compensable Pension benefits not included for set off Personal property damage or loss not compensable	49:328 51:565 52:682		
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•	Arrestee/victim shoots at police – denied	49:346 47:599		
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Drug debt of victim related to shooting – award reduced	
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Drug transaction, not proven – award	44:432, 50:617
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Former gang member did not provoke attack – award	
· · · · · · · · · · · · · · · · · · ·	
Gambling activity led to dispute – denied	
Gang membership and activity not proven – award	
Gang membership and activity provoked attack – denied	
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Gang shoot-out, victim participates – denied	45:570
Good Samaritan volunteered to join fight – denied	
Gun and possibly drugs in victim's possession – denied	
Intoxication of victim is basis for reduction of award	
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Provocation by offender, victim escalated fight – denied	
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automatically entitle victim to award	50:625
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<u> 21111162</u>	
Arson cause of death – award	43:439
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Battery victim later stumbles and drowns, related to crime	
·	
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DUI victim – award	
Failure to stop after accident not evidence of reckless conduct	
Heart attack, assault was proximate cause – award	
Hit and run accident not a compensable crime	
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•	Involuntary manslaughter not a compensable crime, but acts		
	constituted reckless conduct – award	45:520	
•	Lesser-included offense is compensable – award	45:520	
•	Murder, victim attempts to stop fight and is shot, transferred		
	intent – award		
•	Outside State of Illinois, must exhaust other State's program	50:630	
•	Police shot victim during arrest, no criminal intent – denied	45:464	
•	Reckless conduct of shooter, compensable crime – award	46:587	
•	Reckless driving not compensable unless willful or intentional	51:603	
•	Reckless homicide – award	38:443	42:395
•	Robbery not a compensable crime – denied	39:312	
•	Russian Roulette, shot by another, reckless conduct – award	45:516	
•	Self-defense stabbing not a compensable crime – denied	39:321,	44:476
•	Sexual abuse not shown, not a victim – denied	45:505	45:508,
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•	Shooting not shown to be intentional – denied		
•	Suicide not compensable crime – denied	43:459	
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•	Refusal to disclose transcripts in interests of justice	56:323	
		56:323	
	Refusal to disclose transcripts in interests of justice aw Enforcement Notification and Cooperation	56:323	
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<u>L:</u>	Claimant attempted to assist prosecution, confusion – award	50:607 46:561 48:647 49:325 47:613 46:576 45:512 50:617 40:387 40:387 47:558 44:469 44:469 48:666 48:666 45:489 52:667	45:460 49:325

<u>Liens</u>

•	Attorney fees and expenses deducted from lien returned to State		
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•	Attorney General's wrong advice does not toll limitation	47:550 49:322, 63:258 51:609 49:349 63:263 47:550 45:454	
•	Filing deadline six months, may be extended (old law)		
•	Filing deadline, within two years of eighteenth birthday, permissive not mandatory	56:320, 62:282	
•	to this case only		
•	Postal stamp date can be deemed as filed by date	62:287, 63:252 52:669 45:454 45:472, 45:493 45:458, 47:550, 49:349, 62:282,	
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Practice and Procedure			
•	Burden of proof of damages on victim Burden of proving compliance with conditions of award on victim	43:453, 44:449, 60:396	
•	Burden of showing exhaustion of remedies on victim	41:328, 51:569	

•	Evidence admitted even if not admissible in court of law	48:586
•	File stamp on AG's notice of intent unclear, timely filed	42:395
•	Fraud, doctor's report forged – denied	52:664
•	Notice of civil action must be sent to AG	38:443
•	Payments can be made directly to medical provider	49:328, 50:617
•	Police reports containing hearsay admissible	
		51:584
•	Police reports not business records	43:443
•	Public Aid remedy not exhausted – denied	41:320, 51:569
•	Request for hearing must be filed within 30 days	47:599
•	Secondary source of recovery under Act	38:424, 38:431,
		38:434, 38:443,
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		•
		50:630, 52:629
<u>S</u>	haring Same Household (Old Law)	
•	Cellmates not sharing household under statute – award	44:493
•	Live-in friend shared household with victim – denied	
•	Victim and assailant not shown to be sharing household – award	•